

SAVE
INTERGOVERNMENTAL AGREEMENT
COOPERATIVE PURCHASING GROUP

This Agreement is entered into this ____ day of _____, _____, between school districts and governmental jurisdictions in the State of Arizona, as listed in Appendix "A" through their duly authorized representative.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Arizona have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services and,

WHEREAS, cooperative purchasing results from written agreements wherein lead agencies volunteer to purchase specified materials and services for themselves and participating cooperative members by compiling quantity estimates, preparing the bid or proposal solicitation, receiving bid or proposals and awarding a contract for use by all participating members. And, wherein the lead agency is responsible for placing, receipt and payment of its own orders only, while individual procuring parties separately process and pay for their own requirements; and

WHEREAS, the Cooperative Purchasing Agreement will serve these ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative purchase agreement for the procurement of materials and or services.
2. Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ordering entity.
3. The exercise of any rights or remedies by a procuring entity shall be the exclusive obligation of such procuring entity.
4. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.
5. The cooperative use of bids or proposals obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid or proposal, except as modification of those terms and conditions otherwise allowed by law.
6. The participation in a specific bid or proposal will be at the option of the individual entity, except that procuring entities and their requirements specifically identified within a bid or proposal shall be required to participate in the Agreement unless the resulting contract is canceled, as provided for within the terms and conditions of the specific bid or proposal.
7. That lead entity of the bid or proposal will comply with the competitive procurement and contract requirements of the procurement rules and laws.

8. The parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's procurement or disposal of material or service.

9. A procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials, services, inspections, acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.

10. The procuring party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar materials and services.

11. The procuring party shall be responsible for the ordering of materials or services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability which may arise from action or inaction of the procuring party.

12. Any procurement unit may terminate without notice this Agreement if another eligible procurement unit fails to comply with the terms of this Agreement.

13. This Agreement is exempt from the provisions of A.R.S. 11-952.

14. This Agreement shall remain in effect until participation has been terminated by all but one of the parties. Except as provided in Paragraph 12, any party to this Agreement may terminate their participation in this Agreement by giving 30 day written notice to all other parties to this Agreement.

15. This Agreement shall take effect after execution by participating parties. Pursuant to A.R.S. Section 41-2632 and Subsection R7-2-1191 of A.A.C. R7-2-1001 this Agreement need not be filed with the County Recorder or the Secretary of State to be effective, except as may be required by the laws, rules and/or regulations of a participating public agency.

16. This Agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.

17. This Intergovernmental Agreement shall become effective upon approval and execution by the authorized representative of all public agencies listed in Appendix "A".

18. The parties to this Agreement hereby agree that other agencies may be added to this Cooperative Purchasing Group upon approval of the applicants' governing bodies and the filing of its signature page with this Agreement at the Secretary of State Office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

Strategic Alliance for Volume Expenditures
SAVE
Cooperative Purchasing Agreements

The following agencies have signed the Intergovernmental Agreement with the SAVE association as of July 26, 2005.

City of Apache Junction
City of Avondale
City of Chandler
City of Flagstaff
City of Glendale
City of Maricopa
City of Mesa
City of Peoria
City of Scottsdale
City of Sierra Vista
City of Somerton
City of Tempe
City of Yuma
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Fountain Hills
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Superior

Cochise County
Coconino County
Gila County
Maricopa County
Mohave County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Arizona State University
Arizona Western College
Maricopa Community College District
Yavapai College

Arizona Dept. of Administration, State Procurement Office

Superstition Mountains Community Facilities District # 1
Maricopa Integrated Health System
Tucson Airport Authority
Williams Gateway Airport Authority

Agua Fria Union High School District # 216
Alhambra School District # 68
Apache Junction Unified School District # 43
Arlington Elementary School District # 47
Avondale Elementary School District # 44
Balsz School District # 31
Benson Unified School District # 9
Bisbee Unified School District # 2
Blue Ridge Unified School District # 32
Buckeye Elementary School District # 33
Buckeye Union High School District # 201
Cartwright School District #83
Casa Grande Elementary School District
Catalina Foothills Unified School District # 16
Cave Creek Unified School District # 93
Cedar Unified School District # 25
Chandler Unified School District # 80
Chino Valley Unified School District # 51
J. O. Combs Elementary School District # 44
Colorado River Union High School District # 2
Coolidge Unified School District # 21
Cottonwood-Oak Creek School District # 6
Crane Elementary School District # 13
Deer Valley Unified School District # 97
Douglas Unified School District
Dysart Unified School District # 89
East Valley Institute of Technology
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District
Fort Huachuca Accommodation School District # 00
Fort Thomas Unified School District 7
Fountain Hills Unified School District # 98

Fowler Elementary School District # 45
Gadsden Elementary School District # 32
Ganado Unified School District # 27
Gilbert Unified School District # 4
Glendale Elementary School District # 40
Grand Canyon Unified School District # 4
Higley Unified School District # 60
Holbrook Unified School District # 3
Isaac School District # 5
Joseph City Unified School District # 2
Kayenta Unified School District # 27
Kingman Unified School District # 20
Dyrene Elementary School District # 28
Lake Havasu Unified School District # 1
Liberty School District # 25
Litchfield Elementary School District # 79
Littleton Elementary School District # 65
Madison School District # 38
Mammoth-San Manuel Unified School District # 8
Marana Unified School District # 6
Maricopa County Regional School District # 509
Maricopa Unified School District
Mesa Unified School District # 4
Mobile Elementary School District # 86
Mohawk Valley School District # 17
Murphy Elementary School District # 21
Naco Unified School District
Nadaburg Elementary School District # 81
Nogales Unified School District # 1
Osborn School District # 8
Page Unified School District # 8
Paradise Valley Unified School District # 69
Parker Unified School District # 27
Patagonia Elementary School District # 6
Patagonia Union High School District # 20
Payson Unified School District # 10
Peach Springs Unified School District # 8
Pendergast School District # 92
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District # 33
Prescott Unified School District # 1
Queen Creek Unified School District # 95
Roosevelt Elementary School District # 66
Round Valley Unified School District
Saddle Mountain Unified School District # 90

Safford Unified School District
Sahuarita Unified School District
Santa Cruz Valley Unified School District # 35
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District # 9
Show Low School District # 10
Sierra Vista Unified School District # 68
Somerton School District # 11
Sunnyside Unified School District # 12
Tempe Elementary School District # 3
Tempe Union High School District # 213
Tolleson Elementary School District # 17
Tolleson Union High School District # 214
Tombstone Unified School District
Tuba City Unified School District # 15
Tucson Unified School District
Union Elementary School District # 62
Vail School District # 20
Valley Union High School District # 22
Washington Elementary School District # 6
Wellton School District # 24
Whiteriver Unified School District # 20
Wickenburg Unified School District # 9
Willcox Unified School District
Wilson School District # 7
Winslow Unified School District # 1
Yuma School District # 1
Yuma Union High School District # 70

SIGNATURE PAGE (**sample**)

JURISDICTION: CHANDLER

The City of Chandler is authorized by A.R.S. § 11-952 and Article I, Section 1.03 of the City Charter of the City of Chandler to join with other governmental entities by contract for the exercise of its powers.

Authority to enter into this agreement has been given by the Council of the City of Chandler on _____, 2005.

CITY OF CHANDLER, a municipal
corporation

ATTEST:

_____ By:

City Attorney, City of Chandler